

of such bonds. Notice of intention to redeem (including as hereinabove provided in case a part only of the bonds of any particular series are to be redeemed, the numbers of, or endorsed upon such bonds) shall be given, by or on behalf of the company by publication at least once in each of not less than three successive calendar weeks preceding the date fixed for redemption (the first publication to be at least thirty days before the redemption date) in one newspaper of general circulation published in the City of New York, State of New York, and in one newspaper of general circulation published in the City of Chicago, State of Illinois. A copy of such notice shall also be mailed by or on behalf of the Company, not less than thirty days before the redemption date, to the holders of any registered bonds without coupons or coupon bonds registered as to principal which are to be redeemed, at their last addresses, if any, appearing upon the registry books, but such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice shall not affect the validity of the proceedings for the redemption of such bonds.

In the event that the Company shall give notice of its intention to redeem any of the bonds of said series the Company shall, and it hereby covenants that it will, before the redemption day specified in such notice, deposit with the Corporate Trustee a sum of money sufficient to redeem all of such bonds so to be redeemed, on such date. If the Company shall fail so to deposit the money for the redemption of said bonds such failure shall constitute a default under the original Indenture and the said bonds so called for redemption shall immediately become due and payable, and the holders of said bonds shall be entitled to receive and the Company shall be obligated to pay the redemption price of said bonds, and thereupon and without the lapse of any period of time all of the remedies provided for in the Original Indenture with respect to a default in the payment of principal shall be available to and enforceable by the Trustees.

All moneys deposited by the Company with the Corporate Trustee under the provisions of this Section for the redemption of any of said bonds shall be held for account of the respective holders thereof (in the event of the redemption of a part only of the bonds of said series for account of the respective holders of such bonds as shall be selected by lot) and shall be paid to then respectively, upon presentation and surrender of said bonds with all unattached coupons appertaining thereto and after such redemption day if the moneys for the redemption of said bonds shall have been deposited as aforesaid such bonds shall cease to bear interest, and such bonds shall cease to be entitled to the lion of the Original Indenture, and all supplements thereto, the coupons for interest maturing subsequent to that day shall be void and as respects the Company's liability thereon such bonds and coupons shall be deemed to have been paid. All bonds of said series issued hereunder paid, retired or redeemed under any of the provisions of this Section shall forthwith be cancelled and the Corporate Trustee shall thereupon deliver the bonds, so cancelled to the Company.

Section 3. The Company hereby covenants and agrees that it will refund to the holder or registered owner of any of the bonds of the 5% Series of 1951 when paid by such holder or registered owner any personal property tax that is or may be imposed by the laws of the Commonwealth of Pennsylvania, or of the State of Connecticut, not exceeding four mills per annum, or any securities tax that is or may be imposed by the laws of the State of Maryland not exceeding four and one half mills per annum, on each dollar of the face amount or value thereof (according as the tax is assessed on the basis of the face amount or value thereof) legally assessed against and paid by such holder or registered owner as a resident of either such Commonwealth or State or any subdivision thereof by reason of the ownership thereof by such holder or registered owner but only upon a duly verified request for such refund stating the numbers and face amount of such bonds and setting forth the fact of ownership at the date when such tax was assessed upon and paid by such holder or registered owner and the residence of such holder or registered owner at the time said tax was assessed upon and paid by him. Such request shall be made to the Company in writing at its office (or at the office of the Corporate Trustee, in the Borough of Manhattan, City and State of New York) within a period of sixty days from the date of each such payment of any such tax by said holder or registered owner and the Company shall not be liable to reimburse any such holder or registered owner for any such tax unless such request be made within such period and it shall in no event be liable to reimburse such holder or registered owner for any interest or penalty assessed upon or paid in addition to the amount of such tax as originally assessed.

Section 4. All definitive bonds, both coupon and fully registered, of said 5% series of 1951 shall be engraved.

Section 5. It is understood and agreed that this second Supplemental Indenture shall be construed in connection with and as a part of said Original Indenture, dated as of June 1, 1922, and that the covenants, conditions and provisions hereof shall be deemed as covenants, conditions and provisions of said Original Indenture.

Section 6. The recitals of fact herein and in the bonds of the 5% Series of 1951 contained shall be taken as statements of the Company and shall not be construed as made by the Trustees. The Trustees make no representations as to the value of any of the property described or mentioned in this Second Supplemental Indenture or any part thereof or as to the title of the Company thereto or as to the security afforded thereby and hereby or as to the validity of this second Supplemental Indenture or of the bonds or coupons issued hereunder and the Trustees shall incur no responsibility in respect of such matters.

The Trustees accept the trust hereby created upon the terms and conditions herein and in the Original Indenture and supplements thereto provided.

In Witness Whereof, the Company has caused this instrument to be signed in its corporate name by its President or a Vice-President and to be sealed with its corporate seal, attested by its Secretary or an Assistant Secretary, and the said The American Exchange-Pacific National Bank has caused these presents to be signed in its behalf by its President or a Vice President (or an Assistant Trust Officer and the said William P. Malburn has hereunto set his hand and seal all as of the day and year first written above.

The Kansas Electric Power Company.

corporate seal.
Attest :
D.L. McDaniel--assistant Secretary,

By--Victor Emanuel--Vice President.

The American Exchange-Pacific National Bank.

By----Geo C. Haigh---Vice President,

corporate seal.
Attest:E.L. Moran
Assistant Trust Officer.
W.M. Malburn (SEAL)

Witnesses to all signatures:
D.W. Jones
F.D. Reid,

State of New York }
County of New York } SS

Be it known that on this 3rd day of Aug. A.D. 1926 before me a Notary Public in and